UNI	TED ST	ATES	DIST	RICT	COU	JRT
SOU	THER	N DIST	RICT	ÖF 1	ŒW	YORK

PRIORITY POST COMPANY, INC.,

Plaintiff,

-against-

MATRIX PARTNERS INTERNATIONAL CAPITAL LLC a/k/a MATRIX PARTNERS INTERNATIONAL LLC,

Defendant.

Plaintiff Priority Post Company, Inc., by its attorney, Jack Hassid, Esq., for its complaint, alleges:

COMPLAIN

## **PARTIES**

- 1. Plaintiff Priority Post Company, Inc. ("Priority Post") is a corporation organized and existing by virtue of the laws of the State of Pennsylvania with its principal place of business located at 95 Aberdeen Road, Emingsville, PA 17318.
- 2. Upon information and belief, Defendant Matrix Partners International Capital LLC ("Matrix") is a New York limited liability company with its principal place of business located at 2 South End Avenue, New York, N.Y. 10280. Upon information and belief, at various times relevant hereto, Matrix referred to itself as "Matrix Partners International LLC".

## **JURISDICTION AND VENUE**

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) as this is an action between citizens of different states and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a) in that a substantial part of the events giving rise to the claims occurred in this district.

## COUNT I (Breach of Contract)

- 5. Priority Post is engaged in the business of providing international mail and distribution services to various businesses such as publishers, catalogue distributors, financial institutions and the travel industry. Priority Post maintains relationships with numerous foreign postal authorities that enables it to have foreign-bound mail from the United States processed and delivered to their addressees on an expedited basis.
- 6. Commencing in or about January, 2007, Matrix retained Priority Post to provide international mail services for it.
- 7. Between January, 2007 and August, 2010, Priority Post provided Matrix, at its instance and request, with international mail services with a reasonable and agreed upon value of \$172,708.14.
- 8. Caiman has failed and refused to pay APC for the services rendered despite due demand therefor.
- 9. As a consequence of the foregoing, APC has been damaged in the amount of \$172,708.14.

WHEREFORE, Priority Post demands judgment as follows:

- A. On Count I, against Matrix in the amount of \$172,708.14, with interest from January 30, 2007.
  - B The costs and disbursements of this action.

C. Such other and further relief as to the Court may seem just and proper.

Dated: New York, N.Y. September 27, 2010

LAW OFFICE OF JACK HASSID, ESQ.

Jack Hassid, Esq. (JH 8073)

Attorney for Plaintiff

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